



Czech Standardization Agency, state contributory organization, ID: 06578705 with registered office at Biskupský dvůr 1148/5, Prague 1, 110 00

General Terms and Conditions

E-shop of the Czech Standardization Agency

1. Basic provisions

- 1.1. These General Terms and Conditions (hereinafter referred to as "**GTC**") regulate the relations between the parties to the purchase contract/licence agreement, where on one side is the state contributory organization Czech Standardization Agency, with its registered office at 110 00 Prague 1, Biskupský dvůr 1148/5, ID No: 06578705, TAX ID: CZ06578705 as the seller (hereinafter referred to as "**Agency**") and the Customer (hereinafter referred to as "**Customer**"), concluded through the on-line shop located on the website <https://eshop.agenturacas.gov.cz/> (hereinafter referred to as "**E-shop**"), which is operated by the Agency.
- 1.2. A customer centre is located at the Agency's headquarters, as the Agency's business premises (hereinafter referred to as "**Customer Centre**"); further information about the Customer Centre and the Agency, including contact details and opening hours, can be found on the Agency's website agenturacas.gov.cz.
- 1.3. For the purposes of these GTC, a Customer means a natural person in the capacity of a consumer or an entrepreneurial natural person or a legal entity that has a user account in the E-shop based on registration.
- 1.4. For the purposes of these GTC, a Consumer means a Customer who enters into a contract with the Agency or otherwise deals with the Agency outside the scope of his/her business activity or outside the scope of his/her independent exercise of his/her profession (hereinafter referred to as "**Consumer**" or also "**Customer-Consumer**").
- 1.5. For the purposes of these GTC, an entrepreneur is defined as a person who independently carries out a gainful activity on his/her own account and responsibility by means of a trade or similar activity with the intention of doing so on a regular basis for the purpose of making a profit; an entrepreneur is considered to be, inter alia, for the purposes of consumer protection, any person who enters into contracts related to his/her own business, manufacturing or similar activity or in the independent exercise of his/her profession, or a person who acts on behalf of an entrepreneur; an entrepreneur for the purposes of these GTC shall also mean a person who acts in accordance with the preceding sentence in the course of his/her business activity; if the Customer provides his/her identification number in the order, he/she acknowledges that he/she is considered an entrepreneur in his/her contractual relationship with the Agency and that the rules set out in these GTC for entrepreneurs (hereinafter referred to as "**Entrepreneur**" or also "**Customer-Entrepreneur**") apply to him/her.

- 1.6. By creating an order, the Customer confirms that, before concluding the contract, he/she has familiarized him/herself with these General Terms and Conditions, an integral part of which is the Information before the conclusion of the contract for Customer - Consumer contained in Article 3 of these General Terms and Conditions and the Privacy Policy, and that he/she expressly agrees with it, in the wording valid and effective at the time the order is created.
- 1.7. The Customer will always receive a copy of the valid and effective GTC as an annex to the order confirmation to the e-mail address specified in his/her user account (hereinafter referred to as "**Customer's e-mail**").
- 1.8. Through the E-shop, the Agency also provides fee-based provision of Czech technical standards and other technical documents as follows from the provisions of Section 5(2) of Act No. 22/1997 Coll., on Technical Requirements for Products and on Amendments and Additions to Certain Acts, as amended (hereinafter referred to as "**Act**"). Details on the provision of Czech technical standards and other technical documents for a fee are set out in Article 24 of these GTC.
- 1.9. For the purposes of these GTC, accounting and tax documents shall mean in particular an invoice, a fee payment request and a confirmation for payment of a fee for the provision of a Czech technical standard and/or another technical document (hereinafter referred to as "accounting and tax document"); the Customer agrees to receive all accounting and tax documents in electronic form to the Customer's e-mail.

2. Registration and user account

- 2.1. Purchases in the E-shop are only available to registered Customers with an active user account. The Customer shall register and create a user account on the E-shop's web address.
- 2.2. The Customer accesses his/her user account on the E-shop web page and orders goods, a service or licence (hereinafter referred to as "**Goods**" or, depending on its nature, also referred to as "**Item**") in the E-shop.
- 2.3. When registering and placing orders, the Customer is obliged to provide complete and truthful information about his/her person and related information, even if he/she is a representative of a registered Customer.
- 2.4. The Customer is obliged to update the data provided during registration and in the user account without delay upon any change. The data provided by the Customer during registration, in the user account and when ordering Goods are always considered by the Agency to be complete and true; the Agency does not verify their completeness and truthfulness.
- 2.5. Access to the user account is secured with a username and password. The Customer is obliged to maintain confidentiality regarding the information necessary to access his/her user account and bears full responsibility for any misuse of his/her user account by a third party.
- 2.6. The Customer is not entitled to allow third parties to use his/her user account.
- 2.7. The Agency is entitled to cancel the user account, in particular if the Customer has not used the user account for more than twenty-four [24] months or if the Customer materially breaches his/her obligations under the Purchase Contract and/or Licence Agreement (including these GTC).
- 2.8. The Customer acknowledges that the user account may not be available continuously, in particular due to its nature, the necessary maintenance of hardware and software equipment of the Agency, or the necessary maintenance of hardware and software equipment of third parties.

3. Information for the Consumer before the conclusion of the contract

- 3.1. The cost of the means of remote communication does not differ from the basic rate (in the case of internet and telephone connection according to the conditions of the Customer's operator, the Agency does not charge any additional fees; this does not apply to contractual transport).
- 3.2. The Agency requires payment of the purchase price prior to the Customer's acceptance of performance from the Agency, or the obligation to pay a deposit or similar payment applies to the Customer's requests for specific services, if required by the Customer and provided by the Agency.
- 3.3. The Agency shall not conclude contracts the subject of which is a repeated performance; if it mediates such contracts, the shortest period for which the parties will be bound by the contract shall be communicated by the provider of the performance in question, including details of the price, or the method of determining it, for one billing period, which is always one month, provided that this price is not variable.
- 3.4. In the case of licence agreements concluded for an indefinite period, the licence price is agreed for the entire licence period, unless otherwise stated.
- 3.5. The prices of Goods and Services are quoted in the E-shop inclusive and exclusive of VAT, including any charges provided for by law, however, the cost of delivery of Goods or Services varies according to the chosen method and provider of transport and the method of payment of the order.
- 3.6. The consumer has the right to withdraw from the contract (unless otherwise stated below) within a period of fourteen [14] days, which shall run if the contract is
 - a) purchase contract, from the date of receipt of the Goods;
 - b) a contract involving several types of Goods or the supply of several parts, from the date of acceptance of the last delivery of Goods; or
 - c) a contract whose subject matter is the regular recurring delivery of the Goods, from the date of receipt of the first delivery of the Goods;where the withdrawal must be sent to the Agency's registered office address, to the Agency's e-mail address eshop@agenturacas.gov.cz or handed over in person at the Agency's Customer Centre. To withdraw from the contract, the Consumer may use the withdrawal form attached to these GTC.
- 3.7. The Consumer cannot withdraw from a contract:
 - a) on the provision of services provided by the Agency with the prior express consent of the Consumer before the expiry of the withdrawal period;
 - b) on the delivery of Goods or services, the price of which depends on financial market fluctuations independent of the Agency's will and which may occur during the withdrawal period;
 - c) on the delivery of Goods that have been modified according to the Consumer's wishes or for his person;
 - d) on the delivery of Goods which have been irretrievably mixed with other Goods after delivery;
 - e) on the delivery of Goods in closed packaging, which the Consumer has removed from the packaging and for hygienic reasons it cannot be returned;
 - f) on the supply of a sound or visual recording or computer program if he/she has infringed its

original packaging;

g) for the supply of newspapers, periodicals or magazines;

h) for the delivery of digital content, unless it has been delivered on a tangible medium and has been delivered with the prior express consent of the Consumer before the expiry of the withdrawal period; therefore, in the case of the delivery of digital content delivered on-line, such a contract cannot be withdrawn from.

3.8. In the event of withdrawal from the contract, the Consumer shall bear the costs associated with the return of the Goods to the Agency.

3.9. If the contract is concluded by means of distance communication and the Goods cannot be returned by the usual postal method due to their nature, the Consumer shall bear the costs of returning the Goods to the Agency in the event of withdrawal from the contract.

3.10. The consumer is obliged to pay a proportionate part of the price in the event of withdrawal from a contract whose subject matter is the provision of services and whose performance has already begun.

3.11. The contract, or the relevant accounting and tax documents, will be stored in the Agency's electronic archive, with access to this data available in the Consumer's user account.

3.12. The consumer may file a complaint via the Agency's email address eshop@agenturacas.gov.cz via the contact form here, or can file a complaint with a supervisory or state supervisory body.

3.13. In the case of a pre-order of Goods by the Consumer, the price of such Goods is only provisional. The final price of the Goods may therefore vary. The Agency will inform the Consumer of the price change. The purchase price of the Goods will be determined after the Goods have been stocked by the Agency. Any difference between the pre-paid price and the purchase price will be refunded by the Agency or paid by the Consumer before delivery of the Goods, unless the Consumer decides to cancel the pre-order. For Goods that can be pre-ordered, the Agency reserves the right to change the delivery date, even repeatedly. In the event of a substantial change in the delivery date (i.e. 14 days), the Consumer has the right to withdraw from the contract. If the circumstances on which the Agency relied at the time of the Consumer's pre-order of Goods change to the extent that the Agency cannot reasonably be required to be bound by the pre-order, the Agency shall have the right to cancel the pre-order without further notice and to inform the Consumer accordingly.

3.14. The contact e-mail address of the Agency is eshop@agenturacas.gov.cz.

4. Conclusion of contract

4.1. The creation of an order occurs when the Customer places the selected Goods, service or electronic content in the cart and sends the order. Before the Customer confirms the order, he/she can change both the required performance in the cart and the method of delivery and payment. The customer is obliged to check all the data he/she has entered/selected when creating the order.

4.2. Ordering is possible only via the E-shop, by a registered Customer who has an active user account.

4.3. The purchase contract is concluded by confirming the order created by the Customer by the Agency to the Customer's e-mail; the Agency is not responsible for any errors in data transmission.

- 4.4. The Agency shall immediately confirm the conclusion of the contract to the Customer by an informative e-mail to the Customer's e-mail; the current version of the GTC is attached to the confirmation.
- 4.5. The concluded contract (including the agreed price) may only be amended or cancelled by agreement of the parties or for legal reasons, unless otherwise stated in these GTC.
- 4.6. The concluded contract shall be archived by the Agency for at least five years after its conclusion, but no longer than the period provided for in the relevant legal provisions, for the purpose of its successful execution, and shall not be accessible to uninvolved third parties.
- 4.7. Information on the individual technical steps leading to the conclusion of the contract are described in these GTC.

5. Delivery of the object of purchase

- 5.1. In the purchase contract, the Agency undertakes to hand over the item to the Customer, provide the digital content/licence that is the subject of the purchase and allow the Customer to acquire ownership/licence to it, and the Customer undertakes to accept the item/digital content and pay the purchase price to the Agency.
- 5.2. The Agency reserves the right of ownership of the item and therefore the Customer becomes the owner only upon full payment of the purchase price. Similarly, this rule applies in the case of the purchase of a licence or service.
- 5.3. The Agency will hand over the item to the Customer, as well as the documents relating to the item, and allow the Customer to acquire ownership of the item/licence in accordance with the contract.
- 5.4. The Agency shall fulfil its obligation to hand over the item to the Customer if it allows the Customer to dispose of the item at the place of performance and notifies the Customer in time.
- 5.5. If the Agency has to send the item:
 - a) it hands over the item to the Customer-Entrepreneur by handing it over to the first carrier for transportation for the Customer-Entrepreneur and allow the Customer-Entrepreneur to exercise the rights under the contract of carriage against the carrier,
 - b) it hands over the item to the Consumer at the time the item is handed over to the Consumer by the carrier.
- 5.6. If the object of purchase is digital content, the object of purchase is deemed to be delivered at the moment when the Agency delivers an e-mail message to the Customer with a link to download it or when the Agency makes the download link available in the Customer's user account; the download link for digital content is valid for a minimum of sixty [60] days, the Customer is therefore obliged to download the digital content within this period, unless otherwise specified by the Agency.
- 5.7. If the Agency delivers a larger quantity of items than agreed, the purchase contract is concluded even for the excess quantity, unless the Customer has rejected it without undue delay.
- 5.8. The Agency shall hand over to the Customer the object of purchase in the agreed quantity, quality and design.
- 5.9. If it is not agreed how the item is to be packed, the Agency shall pack the item according to custom; if not, then in a manner necessary for the preservation of the item and its protection.

The Agency shall provide the item for transport in the same manner.

- 5.10. In order to minimize the occurrence of damages and to ensure smooth supply, the Agency reserves the right to ship the Goods to the Customer who has ordered Goods for a total value exceeding CZK 100,000.00 including VAT within one order and/or one day, only after full payment of the total purchase price. Only after payment of the total purchase price will the Agency dispatch the Goods in accordance with the Customer's requirements set out in the Order.

6. Passing of the risk of damage

- 6.1. A thing is defective if it does not have the agreed characteristics; the performance of another thing and defects in the documents necessary for the use of the thing are also considered defects.
- 6.2. The Customer's right to defective performance is based on the defect that the item has when the risk of damage passes to the Customer, even if it becomes apparent later. The Customer's right shall also be established by a defect arising later, which the Agency has caused by a breach of its obligation.
- 6.3. The customer shall inspect the item as soon as possible after the risk of damage to the item has passed and ascertain its characteristics and quantity. He/she is obliged to inform the Agency without undue delay of any defects and deficiencies found.
- 6.4. The risk of damage passes to the Customer upon acceptance of the item. The same consequence applies if the Customer does not take possession of the item, although the Agency has allowed him/her to dispose of it.
- 6.5. Damage to the item, which occurs after the risk of damage to the item has passed to the Customer, does not affect the Customer's obligation to pay the purchase price, unless the Agency caused the damage by breaching its obligation.
- 6.6. The party's default in taking possession of the item shall entitle the other party to sell the item, after giving the defaulting party a reasonable additional period of time to take possession, upon notice to the defaulting party. This shall also apply if the party is in default of the payment which is conditional upon the delivery of the item.

7. Responsibility of the Agency

- 7.1. The Agency shall be liable to the Customer that the item is free from defects upon receipt.
- 7.2. In particular, the Agency shall be liable to the Customer for the fact that at the time the Customer took possession of the item:
- a) the item has the characteristics agreed by the parties, in the absence of such agreement, that it has the characteristics described by the Agency or the manufacturer or expected by the Customer in view of the nature of the Goods and on the basis of the advertising carried out by them;
 - b) the item is fit for the purpose for which the Agency specifies its use or for which an item of that kind is normally used;
 - c) the item is in the appropriate quantity, measure or weight; and
 - d) the item meets the requirements of the legislation.

- 7.3. If a defect appears within six months of receipt, the item is deemed to have been defective upon receipt. The Customer shall be entitled to exercise the right to claim for defects that occur in the Consumer Goods within twenty-four months of receipt, unless otherwise stated, but this shall not apply:
- a) in the case of an item sold for a lower price for a defect for which the lower price was agreed;
 - b) the wear and tear caused by the normal use of the item;
 - c) in the case of a used item, a defect corresponding to the level of use or wear and tear that the item had upon receipt by the Customer; or
 - d) where the nature of the item so requires.
- 7.4. In the case of Consumer Goods, the Customer is entitled to exercise the right of defect within twenty-four [24] months, however, if the Goods do not have an expiry date, in which case the period is reduced only to the date marked on the packaging of the Goods.
- 7.5. The Customer-Consumer acknowledges that if gifts are provided together with the Goods, the right to claim the defect within twenty-four [24] months can be exercised only for the sold Goods, but not for gifts provided together with the Goods. For these gifts, the Consumer may exercise the rights of defective performance only within 14 days from the date of receipt of the Goods. The Customer-Entrepreneur is not entitled to claim rights for defective performance in respect of gifts.
- 7.6. The individual time limits are further regulated by the Complaints Procedure contained in Article 23 of these GTC.
- 7.7. For a Customer-Entrepreneur, the time limit for exercising the rights from defective performance may be regulated differently, if it is expressly stated for a given type of Goods, the time limit so stated shall prevail.
- 7.8. The Customer is not entitled to the right of defective performance if the Customer knew before taking over the item that the item has a defect or if the Customer caused the defect.
- 7.9. If the item has a defect that the Agency is obliged to compensate for, and if the item is sold at a lower price or is a used item, the Customer has the right to a reasonable discount instead of the right to exchange the item.

8. Rights from defective performance in case of material breach of contract

- 8.1. If a defect occurs within the time limits specified in Article 7 of these GTC and if the defective performance is a material breach of contract, the Customer has the right:
- a) to have the defect removed by supplying a new item without defect or by supplying a missing item, unless this is disproportionate due to the nature of the defect, but if the defect concerns only a part of the item, the Customer may only demand the replacement of the part; if this is not possible, he/she may withdraw from the contract, but if this is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the Customer has the right to have the defect removed free of charge;
 - b) to have the defect removed by repairing the item;
 - c) a reasonable discount on the purchase price; or

d) to withdraw from the contract.

- 8.2. The Customer shall inform the Agency of the right he/she has chosen upon notification of the defect or without undue delay after notification of the defect.
- 8.3. The Customer may not change the choice made without the Agency's consent; this does not apply if the Customer has requested the repair of a defect that proves to be irreparable.
- 8.4. If the Agency does not remove the defects within a reasonable period of time or if it notifies the Customer that it will not remove the defects, the Customer may demand a reasonable discount on the purchase price instead of removing the defects or may withdraw from the contract.
- 8.5. If the Customer fails to exercise his/her right in time, he/she shall have the same rights as in the case of a non-substantial breach of contract [see Article 9 of these GTC].
- 8.6. The Customer is entitled to a reasonable discount even if the Agency cannot supply a new item without defects, replace its part or repair the item, as well as if the Agency fails to remedy the defect within a reasonable time or if the remedy would cause significant difficulties for the Consumer.

9. Rights from defective performance in case of non-material breach of contract

- 9.1. If the defective performance [see Article 7 of these GTC] is an insignificant breach of contract, the Customer is entitled to have the defect removed or to a reasonable discount on the purchase price.
- 9.2. As long as the Customer does not exercise the right to a discount on the purchase price or does not withdraw from the contract, the Agency may deliver what is missing or remedy the legal defect. The Agency may remedy other defects by repairing the item or supplying a new item at its option.
- 9.3. If the Agency does not remove the defect in time or refuses to remove the defect, the Customer may demand a discount on the purchase price or may withdraw from the contract. The Customer cannot change the choice made without the Agency's consent.

10. Rights from defective performance in case of a breach of contract in general

- 10.1. The Customer shall have the right to have a new item delivered or a part replaced even in the case of a removable defect, if the item cannot be used properly due to the recurrence of the defect after repair (third claim for the same defect) or due to a greater number of defects, i.e. at least three [3] defects at the same time. In this case, the Customer-Consumer also has the right to withdraw from the contract.
- 10.2. Upon delivery of a new item, the Customer shall return to the Agency, at the Agency's expense, the item originally delivered, including all accessories supplied.
- 10.3. If the Customer fails to notify the defect without undue delay after it could have been discovered by timely inspection and sufficient care, the court shall not grant the Customer the right to claim the defective performance. In the case of a hidden defect, the same shall apply if the defect was not notified without undue delay after the Customer could have discovered it with sufficient care, but no later than two years after the delivery of the item.

11. Quality guarantee

- 11.1. By guaranteeing quality, the Agency undertakes that the item will be fit for its usual purpose or retain its usual characteristics for a certain period of time. The indication of the guarantee period or the shelf life of the item on the packaging or in the advertisement also has these effects. A guarantee may also be provided for an individual part of the item.
- 11.2. The warranty period runs from the delivery of the item to the Customer; if the item has been shipped under the contract, it runs from the arrival of the item at its destination.
- 11.3. The Customer is not entitled to the warranty if the defect is caused by an external event after the risk of damage to the item has passed to the Customer.

12. Use of electronic content, SW etc.

- 12.1. The Customer is obliged to comply with the obligations set forth in these GTC, the laws governing copyright works and the specific licence terms of the product when using all electronic content, including software purchased from the Agency. If the Customer violates the obligations set out in this way, then he/she is obliged to pay any damages, and such actions may also have criminal consequences.
- 12.2. The Customer is entitled to use all electronic works exclusively for his/her personal use and not for direct or indirect economic or commercial gain, unless otherwise stated in the licence terms or in these GTC.
- 12.3. The Customer is not entitled to reproduce, distribute, rent, lease, lend, exhibit, disclose to the public or in any way provide to third parties the electronic content. The user is not entitled to modify or otherwise interfere with the electronic content or to combine it with another work, translate it or convert it into another form. The user is not authorized to make copies or excerpts from the electronic work. The user is not entitled to use the work in a commercial manner or otherwise dispose of it in violation of copyright, other laws and/or the licence terms of the product, unless otherwise stated in the licence terms of the Product or in these GTC.
- 12.4. The customer is not entitled to print the electronic content.
- 12.5. Access to the Electronic Content may be denied and/or the licence may be deactivated if the electronic content has been obtained as a result of unlawful activity by the Customer.
- 12.6. This provision of the GTC also applies to electronic content provided by the Agency to the Customer as a gift.

13. Withdrawal from contract by the Customer-Consumer

- 13.1. The consumer shall have the right to withdraw from the contract within fourteen [14] days, and this period shall run from the date of conclusion of the contract and, in the case of:
 - a) a purchase contract, from the date of receipt of the Goods;
 - b) a contract involving several types of Goods or delivery of several parts, from the date of acceptance of the last delivery of Goods;
 - c) a contract whose subject matter is the regular recurring delivery of the Goods, from the date of receipt of the first delivery of the Goods.
- 13.2. The Agency shall allow the Customer-Consumer to withdraw by completing and submitting the sample withdrawal form attached to these GTC; in this case, the Agency will confirm the receipt

to the Customer-Consumer in text form to the Customer's e-mail without undue delay.

- 13.3. It can also be withdrawn by correspondence or in person by sending or personally delivering a completed sample withdrawal form to the address of the CustomerCentre; the address and opening hours of the Customer Centre can be found on the Agency's website.
- 13.4. If the Consumer withdraws from the contract, the Customer shall, without undue delay, send or hand over to the Agency the Goods received from the Agency, at the Customer's expense, not later than fourteen [14] days after withdrawal from the contract.
- 13.5. The Customer-Consumer should return the Goods complete, i.e. including all supplied accessories, with complete documentation, undamaged, clean, preferably including the original packaging, in the condition and value in which the Goods were received.
- 13.6. If the Goods are consumer Goods, then the contract can be withdrawn only if the Customer-Consumer delivers the Goods undamaged and unused in the intact original packaging.
- 13.7. The Customer-Consumer shall be liable to the Agency only for any reduction in the value of the Goods resulting from handling the Goods in a manner other than that which is necessary in view of their nature and characteristics.
- 13.8. In the case of cash reimbursement of credit notes, the Agency may require proof of identification (ID card or passport) in order to prevent damage and to prevent the laundering of proceeds of crime. The Agency may refuse to reimburse funds without the presentation of any of these documents.
- 13.9. If the Customer-Consumer withdraws from the contract, the Agency shall return to him/her all funds received under the contract in the same manner without undue delay, but no later than fourteen [14] days after withdrawal. If the Agency is entitled to compensation for depreciation in the value of the Goods, this will be set off against the Customer-Consumer's claim for reimbursement of the purchase price.
- 13.10. If the Customer-Consumer withdraws from the contract, the Agency is not obliged to return the received funds to the Consumer until the Customer-Consumer has handed over the Goods to the Agency or proves that he/she has sent the Goods to the Agency.
- 13.11. The Customer-Consumer is obliged to return the Goods to the Agency without undue delay after withdrawal from the contract, but no later than within 14 days.
- 13.12. The Customer-Consumer acknowledges that if gifts are provided with the Goods, a gift contract between the Agency and the Customer is concluded with the condition that if the right to withdraw from the purchase contract is exercised within fourteen [14] days, the gift contract shall cease to be effective and the Customer-Consumer shall be obliged to return the Goods together with the related gifts provided, including anything he/she has enriched himself/herself with. In the event that they are not returned, these values will be understood as unjust enrichment of the Customer-Consumer. If the return of the object of unjust enrichment is not readily possible, the Agency shall be entitled to monetary compensation in the amount of the normal price. In the event of withdrawal from a gift contract, the purchase contract is not terminated and the contracts are treated separately in this respect.
- 13.13. Other conditions for returning the Goods after the Customer has withdrawn from the contract or when dealing with complaints are regulated by the Complaints Procedure contained in Article 23 of these GTC.

14. Withdrawal from contract by the entrepreneur in other cases

- 14.1. The business Customer-Entrepreneur may be allowed by the Agency to withdraw from the purchase contract within a period of fourteen [14] days.
- 14.2. If the Customer is allowed to withdraw from the purchase contract, the Customer acknowledges that the refunded purchase price may be reduced by the amount by which the value of the Goods has decreased.
- 14.3. If the Customer-Entrepreneur is allowed to withdraw from the purchase contract within fourteen [14] days and the returned Goods are not in their original packaging including all parts and accessories, then the Customer-Entrepreneur acknowledges that the Agency reserves the right to charge for such return of Goods in an amount that will compensate the Agency for the costs necessary to reintroduce the Goods back for sale.
- 14.4. Any compensation for diminution in value of the Goods or compensation for the cost of reintroducing the Goods for sale will be credited against the purchase price returned to the Customer-Entrepreneur.
- 14.5. A Customer-Entrepreneur may not withdraw from the contract due to a defect or demand delivery of a new item if the item cannot be returned in the condition in which it was received. This does not apply:
 - a) if the change in condition is the result of an inspection to determine a defect in the item;
 - b) if the Customer used the item before the defect was discovered;
 - c) if the Customer caused the impossibility of returning the item in an unchanged condition by his actions or omission; or
 - d) if the Customer has sold the item before the defect was discovered, if the Customer has consumed the item or if the item has been altered during normal use; if this has happened only in part and the Agency allows the Customer to withdraw from the contract, the Customer shall return to the Agency what he can still return and shall compensate the Agency to the extent that he/she has benefited from the use of the item;
 - e) however, if the Customer-Entrepreneur has not notified of the defect in time, he/she shall lose the right to withdraw from the contract.
- 14.6. In order to protect the rights of the Customer-Entrepreneur, if the Customer is a legal entity and requests cash payment of the credit note at the Customer Centre, the relevant amount will be handed over only to persons authorized to act for the legal entity, i.e. the statutory body, or to a person who proves himself/herself by a certified power of attorney and ID card.

15. Withdrawal from contract by the Agency in the event of an error in the price of the Goods

- 15.1. Except as provided by law, the Agency is entitled to withdraw from the contract in the event of an obvious error in the price of the Goods.
- 15.2. Withdrawal from the contract under the preceding paragraph is possible within 14 days from the day following the date of conclusion of the purchase contract between the Customer and the Agency by the Agency cancelling the order or otherwise indicating to the Customer that it is withdrawing from the contract.
- 15.3. If the Customer has paid at least part of the purchase price of the Goods, this amount will be transferred back to the Customer's bank account within fourteen [14] days of the day following the date of withdrawal from the contract by the Agency.

16. Personal data protection and processing

- 16.1. Regarding the protection and processing of the Customer's personal data by the Agency, the Privacy Policy, which are a separate appendix to these GTC, shall apply.

17. Operating hours

- 17.1. Operating hours for orders via the E-shop are 24 hours a day, 7 days a week.
- 17.2. In the event of an information system failure or force majeure, the Agency shall not be liable for failure to keep the E-shop open.
- 17.3. The operating hours of the Customer Centre are listed on the Agency's website and are subject to change.

18. Provisions on prices

- 18.1. All prices are contractual. In the E-shop, the prices are always current and valid in Czech currency (CZK), except in cases where the price is incorrect, see the provisions below in this article.
- 18.2. The prices quoted for individual products are final, i.e. including VAT, or any other taxes and fees that the Customer must pay to obtain the Goods, but this does not apply to any charges for transport, freight and the cost of remote communication, which are specified in the shopping cart and whose amount depends on the Customer's choice.
- 18.3. The Customer acknowledges that the final prices of the products are quoted after rounding to whole crowns in accordance with the relevant legislation, so in specific situations there may be a slight deviation from the final sum of all purchased products from the purchase price so stated; this is due to the rounding to whole crowns. A detailed breakdown of the purchase price, including hellers (cents), is always listed in the Customer's cart.
- 18.4. Promotional prices are valid until the Agency stocks are sold out or when the number of pieces of promotional Goods is sold out or until the end of the promotion, whichever occurs first.
- 18.5. The original price (typically shown in the E-shop as crossed out in the discount information) means the lowest price in the last 30 days prior to the discount at which the Agency offered the Goods in the E-shop. The calculation of the original price does not take into account individual price advantages and price advantages that are not directly included in the current selling price of the Goods (i.e. not provided automatically and across the board, such as discount codes). The original price calculated in this way remains in force even if the Goods are discounted several times over a shorter period of time, but for a maximum of 90 days.
- 18.6. The Customer acknowledges that there may be cases when the contract between the Agency and the Customer is not concluded, especially if the Customer orders the Goods at a price published in error due to an error in the Agency's internal information system or a mistake by the Agency's staff. In this case, the Agency is entitled to withdraw from the purchase contract, even after the Customer has received an email confirming his/her order, of which the Agency shall inform the Customer without undue delay. Examples of when an incorrectly published price may occur include the following:
 - a) the price of the Goods is incorrect at first sight (e.g. it does not take into account the purchase price or the normal price of the Goods);
 - b) the price of the Goods is missing or is missing one or more digits;

- c) the discount on the Goods exceeds 50% without the Goods being part of a special marketing campaign or sale event marked with a special symbol advertising the corresponding level of discounts.
- 18.7. The Agency draws attention to the fact that the Agency's information system automatically indicates that Goods with an apparently incorrect price are discounted or on sale, etc. In case of doubt whether the Goods are actually discounted or whether there is an obvious error in the price of the Goods, the Customer is obliged to contact the Agency and verify the information about the correctness of the price.
- 18.8. The Agency reserves the right to declare the purchase contract null and void if there is misuse of personal data, ID number/VAT number, misuse of payment card, etc., or due to the intervention of an administrative or judicial authority; the Customer will be informed of such procedure.
- 18.9. The Agency also reserves the right to declare the purchase contract null and void if a discount or similar voucher is used in violation of its terms, in particular if:
- a) the discount voucher is used for Goods other than those for which it was intended;
 - b) the discount voucher is used in conjunction with another discount, even though the aggregation of these discounts has not been expressly prohibited;
 - c) the discount voucher is used for a purchase that does not reach the minimum price;
 - d) The Agency discovers that the discount voucher has already been used.
- 18.10. The Customer acknowledges that in the cases referred to in this article, the purchase contract cannot be validly formed. The Customer also acknowledges that the Agency is entitled to claim in such cases, among other things, unjust enrichment.

19. Payment terms and conditions

- 19.1. The Agency accepts payment methods:
- a) in cash or by credit card at the Customer Centre; this payment method is not available in case of electronic delivery of the Goods;
 - b) by non-cash transfer to the Agency's account No. 837011/0710, held at the Czech National Bank;
 - c) on-line payment card.
- 19.2. In the case of a non-cash transfer to the Agency's account, the Customer is obliged to indicate the variable symbol of the payment relating to the order paid by the Customer; the Customer acknowledges that no delays in the performance of the order (contract) will occur on the part of the Agency until such payment is traced by the Agency and assigned to the relevant order.
- 19.3. The Goods shall remain the property of the Agency until the purchase price is paid in full, but the risk of damage to the Goods shall pass upon acceptance of the Goods by the Customer.
- 19.4. The Customer's billing information cannot be changed after the order has been placed.
- 19.5. The Agency reserves the right to offer the Customer only selected payment methods at its discretion.
- 19.6. In the case of payment by credit card in the Customer Service Centre, the Customer is obliged to conceal his/her credit card details and PIN code.

20. Refund

- 20.1. If the Customer withdraws from the concluded contract with the Agency or if the Customer receives a refund for any other reason, the Agency shall return the funds received from the Customer on the basis of the contract in the same manner.
- 20.2. The Customer is responsible for the accuracy of the refund information provided to the Agency in the event that the funds cannot be refunded in the same manner in which payment for the order was made, or in the event that the Agency, at its sole discretion, grants the Customer's request to change the method of refund.

21. Delivery terms and conditions

- 21.1. The Agency provides or arranges different delivery/transportation methods according to the current availability of each service and with regard to capacity and accessibility. In case of force majeure or failure of the information system, the Agency shall not be liable for late delivery of the Goods.
- 21.2. The currently offered shipping methods, their conditions and prices are always listed in the E-shop.
- 21.3. When collecting an order paid in advance, the Agency or its contractual partner may require the presentation of identification (ID card or passport, etc.) in order to prevent damage and prevent the laundering of proceeds of crime. The Agency or its contractual partner may refuse to deliver the Goods without the presentation of any of these documents. This authority derives from the provisions of Section 2900 of the Civil Code, which establishes the duty of prevention and prudence.
- 21.4. Goods purchased by the Customer, who is a legal entity, will be handed over only to the statutory body of the legal entity, or to a person who proves a certified power of attorney and ID card.
- 21.5. Goods purchased by the Customer, who is a natural person, will be delivered only upon presentation of a valid identification card (ID card or passport).
- 21.6. If the Goods will not be delivered by personal collection at a branch and if the Goods are purchased by a Customer who is a VAT payer at the time of purchase and are invoiced at 0% VAT rate, then the place of delivery must be the address of the registered office or business premises listed in the commercial, trade or similar register.
- 21.7. Immediately upon receipt of the Goods, the Customer is obliged to check the condition of the consignment (number of packages, intactness of the tape with the company logo, damage to the box) with the carrier according to the enclosed delivery note. The Customer is entitled to refuse to accept a shipment that is not in conformity with the purchase contract, e.g. because the shipment is incomplete or damaged. If the Customer accepts the damaged shipment from the carrier, it is necessary to describe the damage in the carrier's handover report.
- 21.8. An incomplete or damaged shipment must be immediately reported to the Agency's e-mail address eshop@agenturacas.gov.cz, a damage report must be drawn up with the carrier and sent by e-mail, delivered in person or by post to the Agency without undue delay. An additional claim of incompleteness or external damage to the shipment does not deprive the Customer of the right to claim the item, but gives the Agency the opportunity to prove that there is no conflict with the purchase contract.

22. Warranty terms and conditions

- 22.1. The warranty conditions for the Goods are governed by the Complaints Procedure contained in Article 23 of these GTC and the applicable laws of the Czech Republic. The proof of purchase is usually used as a warranty certificate.

23. Complaints Procedure

- 23.1. Customer's rights from defective performance (hereinafter referred to as "**Complaints**") must always be exercised in accordance with this Complaints Procedure (before and hereinafter referred to as "**Complaints Procedure**"). Matters not covered by this Complaints Procedure are governed by the law of the Czech Republic. The provisions of the Complaints Procedure shall prevail over the other provisions of these GTC; this is without prejudice to the provisions of paragraph 24.20 of these GTC.
- 23.2. The Agency is not liable for defects in the following cases:
- a) if there is a defect in the Goods at the time of acceptance and a discount on the purchase price is agreed for such defect;
 - b) if the Goods are used and the defect corresponds to the level of use or wear and tear that the Goods had upon receipt by the Customer;
 - c) if the defect has arisen in the Goods due to wear and tear caused by normal use or if it results from the nature of the Goods (e.g. expiry of their useful life);
 - d) if caused by the Customer and due to improper use, storage, improper maintenance, Customer intervention or mechanical damage;
 - e) if the defect was caused by an external event beyond the Agency's control.
- 23.3. The customer has the right to file a complaint with the Agency at the Customer Centre. The Agency shall ensure the presence of a complaint handler at all times during its operating hours.
- 23.4. The Customer is obliged to prove that he/she is entitled to make a complaint, in particular to prove the date of purchase, either by submitting a sales receipt, a confirmation of the Agency's obligations from defective performance of the warranty certificate, or in another credible way. The Customer is not entitled to make a claim for a defect that has already been complained of in the past, provided that a reasonable discount on the purchase price has been granted.
- 23.5. If the exercise of the right to claim for defects would cause considerable difficulties for the Customer, in particular because the item cannot be transported to the place of complaint in the usual way, the Agency will assess the defect in agreement with the Customer either on site or in another way. In such a case, the Customer is obliged to provide the Agency with the necessary cooperation.
- 23.6. The Customer may exercise its rights under the defective performance within twenty-four [24] months from the receipt of the Goods. In the case of used Goods, the time limit for exercising rights under defective performance may be reduced to twelve [12] months; such reduction of the time limit shall be indicated by the Agency in the certificate of obligations under defective performance or on the sales receipt. After the expiry of the time limit, the right of defects cannot be exercised with the Agency, unless the parties agree otherwise or the Agency provides a special guarantee for quality beyond its legal obligations.
- 23.7. The Customer shall exercise its rights under the defective performance without undue delay after discovering that the Goods are defective. The Agency shall not be liable for any increase

in the extent of the damage if the Customer uses the Goods although he/she is aware of the defect. If the Customer asserts a defect against the Agency rightfully, the time limit for asserting rights from defective performance does not run for the period during which the Goods are under repair and the Customer cannot use them.

- 23.8. The Customer acknowledges that in the event of replacement of the Goods in the course of the settlement of the complaint, no new period for exercising the rights arising from defective performance shall run. The time limit will expire twenty-four [24] months from the date of receipt after purchase of the Goods complained about.
- 23.9. The time limit for exercising the rights of defects cannot be considered as a determination of the lifetime of the Goods, which varies with respect to the characteristics of the product, its maintenance and the correctness and intensity of use or the agreement between the Customer and the Agency.
- 23.10. The Agency is obliged to decide on the complaint immediately, in more complex cases within three [3] working days. This time limit does not include the time required for a professional assessment of the defect.
- 23.11. The Agency is obliged to issue a written confirmation to the Customer, in which it shall indicate the date and place of the complaint, the characteristics of the defect complained of, the method of handling the complaint requested by the Customer and the manner in which the Customer will be informed of its handling.
- 23.12. Complaints, including the removal of defects, must be settled without undue delay, no later than thirty [30] days from the date of the complaint, unless the Agency and the Customer agree on a longer period. If the last day of the deadline falls on a Saturday, Sunday or a public holiday, the last day of the period shall be the working day nearest to the following day. The expiry of this period in vain shall be deemed to be a material breach of contract.
- 23.13. The Agency is obliged to confirm to the Customer in writing the method of handling the complaint and the duration of the complaint. The Customer is not entitled to change the chosen method of reclamation without the seller's consent, except in situations where the chosen method cannot be implemented at all or in time.
- 23.14. The Customer is obliged to take delivery of the claimed Goods within thirty [30] days from the date on which the complaint should have been settled at the latest, after which time the Agency is entitled to charge a reasonable storage fee or to sell the Goods on its own account. The Agency must notify the Customer of this procedure in advance and give the Customer a reasonable additional period of time to take delivery of the Goods.
- 23.15. The Agency declares that it delivers the Goods to the Customer in accordance with the provisions of Section 2161 of the Civil Code, i.e. that the Goods:
 - a) have the characteristics agreed between the Customer and the Agency and, in the absence of an agreement, such characteristics as the Agency or the manufacturer has described or the Customer has come to expect having regard to the nature of the Goods and the advertising carried out by them;
 - b) are fit for the purpose for which the seller states their use or for which an item of that kind is usually used;
 - c) the item is in the appropriate quantity, measure or weight; and
 - d) complies with the requirements of the legislation.

- 23.16. In the event that the Goods do not meet the above requirements upon receipt by the Customer, the Customer shall be entitled to delivery of new Goods without defects, unless this is unreasonable due to the nature of the item. If the defect concerns only a part of the item, the Customer may only request the replacement of the part; if this is not possible, the Customer may withdraw from the contract and request a full refund of the purchase price. However, if this is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the Customer has the right to have the defect removed free of charge.
- 23.17. If the Customer does not withdraw from the contract or does not exercise the right to delivery of new Goods without defects, replacement of parts or repair, he may demand a reasonable discount on the purchase price. The Customer is entitled to a reasonable discount even if the Seller cannot deliver new Goods without defects, replace a part of the Goods or repair the Goods, as well as if the Agency fails to remedy the defect within a reasonable time or if the remedy would cause significant difficulties for the Customer.
- 23.18. If the defect becomes apparent within six [6] months of receipt, the Goods shall be deemed to have been defective upon receipt.
- 23.19. The Agency's liability for defects which are a material or immaterial breach of contract shall apply to defects in the Goods arising within twenty-four [24] months of acceptance, for defects for which liability for quality on acceptance does not apply under the preceding paragraphs. A defect is considered a material breach of contract if the Customer would not have entered into the contract if he/she had foreseen the defect when entering into the contract, otherwise it is a defect that is not a material breach of contract.
- 23.20. If the defect is a material breach of contract, the Customer shall have the right, at its option, to have a new item delivered, repaired, a reasonable discount or to withdraw from the contract (with the right to a full refund of the purchase price). If the defect is an insignificant breach of contract, the Customer is entitled to have the defect removed or a reasonable discount.
- 23.21. The Customer shall have the right to delivery of new, defect-free Goods, replacement of a part, a price reduction or withdrawal from the contract regardless of the nature of the defect, if the Goods cannot be used properly due to the recurrence of the defect after repair or due to a greater number of defects.
- 23.22. If the complaint is found to be justified, the Customer is entitled to reimbursement of the costs reasonably incurred in exercising his/her right.
- 23.23. In the event that the Agency rejects the complaint as unjustified, the Customer, or both parties in agreement with the Agency, may contact a forensic expert in the field and request an independent professional assessment of the defect.
- 23.24. If there is no agreement between the Customer and the Seller, the Customer may refer to the existing systems of out-of-court resolution of Consumer disputes as listed in paragraph 25.5 of these GTC, or to the competent court.
- 23.25. If the Agency has provided a quality guarantee in excess of its statutory obligations, its application shall be governed by this Complaints Procedure, unless the confirmation of the Agency's obligations arising from defective performance (guarantee certificate) or the contract provides otherwise.

24. Special provisions on the fee-based provision of Czech technical standards and other technical documents

- 24.1. For the purposes of these GTC, a Czech technical standard means a document approved by the Czech Office for Standards, Metrology & Testing for repeated or permanent use, created in accordance with the Act and marked with the letter designation CSN, the publication of which has been announced in the Journal of the Czech Office for Standards, Metrology & Testing; the system of Czech technical standards consists of original Czech technical standards, European and/or international standards adopted by translation and European and/or international standards adopted in their original language or adopted by approval for direct use (hereinafter referred to as "Czech technical standard"). For the purposes of these GTC, another technical document shall be understood to mean a document that contains technical requirements for a product and is not a technical regulation within the meaning of Section 3(1) of the Act or a Czech technical standard and which could create a technical barrier to trade (hereinafter referred to as "other technical document"). Czech technical standard and other technical document hereinafter referred to as "**CSN**".
- 24.2. For the purposes of these GTC, a Customer shall also mean the applicant for the provision of the CSN and the payer of the fee for the provision of the CSN within the meaning of Section 6a of the Act.
- 24.3. A request for the provision of a CSN shall be submitted to the Agency in the same way as a purchase contract is concluded under these GTC, i.e. by placing the requested CSN in the cart and sending the order.
- 24.4. Via the E-shop, the CSN is provided either in printed or electronic form according to the Customer's choice. CSNs are provided without any warranties, including accuracy or correctness, and without warranties that they are suitable for any individual need. In this sense, the Agency shall not be liable for any damages.
- 24.5. The Customer shall pay the Agency a fee for the provision of the CSN as provided for in the Act and the implementing legislation (hereinafter referred to as the "Fee"). The basis of the Fee for the provision of the CSN is the number of pages of the provided CSN; the rate of the Fee is set by the implementing legislation. The Fee is payable within fourteen [14] days from the date of the request (dispatch of the order) for the provision of the CSN. If the Customer fails to pay the Fee on time and in the correct amount, the Agency will not provide the Customer with the CSN and the fee obligation will terminate.
- 24.6. CSNs, including all their content and associated metadata, are copyrighted works.
- 24.7. CSNs or parts thereof published on any medium may be reproduced, distributed or otherwise made available to third parties only with the consent of the Agency.
- 24.8. It is not possible to apply for access to the CSN via the E-shop for the purpose of a multi-user licence, network licence or other licence (sub-licence); those interested in such a licence should contact the Customer Service.
- 24.9. The CSN is intended solely for the use of the Customer, as its end user, for which purpose the Customer is granted a licence or (depending on the nature of the CSN) a sub-licence (hereinafter referred to as "**Licence**"). The Licence is granted as a fee-based licence (see the Fee provision of these GTC).
- 24.10. The Licence is granted on a non-exclusive and revocable basis. The Customer is not entitled to grant sub-licences to third parties. Furthermore, the Customer is not entitled to assign the Licence in whole or in part to a third party.
- 24.11. The Licence is granted for the duration of the intellectual property rights.
- 24.12. The Customer shall not be entitled to modify or otherwise alter the CSN or its title in any way, even if it is a modification or other alteration that the author could reasonably be expected to consent to, given the circumstances of use, including in the case of a merger of the CSN with

another work or inclusion of the CSN in a collective work (if the Agency gives its written consent to such a merger or inclusion).

- 24.13. The Customer is obliged to ensure that the provided CSN is not made available to third parties. The Customer shall not freely distribute or otherwise publish the CSN or any part thereof.
- 24.14. Each CSN is provided with protective elements, which are mainly:
- a) a watermark;
 - b) a copyright statement and identification of the source;
 - c) the designation of the Agency;
 - d) the date of issue of the Licence;
 - e) the Customer's e-mail address under which the Customer is registered in the E-shop;
 - f) the designation of the Customer (name and surname, name or business name of the Customer, or other designation of the Customer so as not to be confused with another third party);
 - g) the number or other specification of the access request (order);
 - h) other protective elements protecting the CSN against unauthorized copying or networking.
- 24.15. The Customer is entitled to place the CSN, which is made available to the Customer in electronic form (e.g. in .pdf format), in consumer electronics devices owned or used exclusively by the Customer (e.g. computer, notebook, tablet, phone, reader). The Customer is not entitled to print a CSN delivered in electronic form.
- 24.16. If the Customer requests to make the CSN available to his/her employee, he/she is obliged to provide the employee's details in the order form; in this case, the CSN will be marked with the designation of the Customer's employee in addition to the designation of the Customer. If there is a change in the person of the Customer's employee, the Customer is entitled to request a change in the available CSN; in such case, if the CSN is in printed form, the provisions of paragraph 24.20 of these GTC shall apply, and if the CSN is in electronic form, the provisions of paragraph 24.18 of these GTC shall apply, as appropriate. This provision shall apply even if the Customer requests that the CSN be made available to a person other than an employee of the Customer.
- 24.17. Unauthorized distribution, reproduction or making available of the CSN or any part thereof is an infringement of copyright with consequences under the legislation protecting copyright, including criminal law.
- 24.18. The Customer's licence will be revoked with immediate effect if the Customer breaches any of the Licence Terms set out in these GTC. In the event that the CSN has been provided in electronic form, the Customer shall remove the CSN from all consumer electronic devices in which he/she has placed the CSN. If the CSN was provided in printed form, the Customer is obliged to return the copy of the CSN to the Agency.
- 24.19. It is not possible to return the provided CSNs as they are provided with protective elements, including the Customer's individualization, therefore it is neither possible to withdraw from the agreement on the provision of CSNs nor to terminate it, even in the case of a Customer-Consumer.
- 24.20. If printing errors or defects in material or workmanship occur in the printed form of the CSN, the Customer is entitled to request a replacement. The Agency is not obliged to make the replacement unless the Customer returns the defective copy. A typographical error is a difference between the text of the printed CSN and the text of the CSN as published in the on-line database of CSNs operated by the Agency.
- 24.21. The aforementioned GTC provisions of the CSN Distribution shall always take precedence over

the other provisions of these GTC.

- 24.22. The provisions of Article 3 of these GTC, i.e. "Notice to the Consumer before the Conclusion of the Contract", Articles 7 to 11 of these GTC, i.e. "Liability of the Agency", "Rights to Defective Performance in the Event of Material Breach of the Contract", "Rights to Defective Performance in the Event of Non-Material Breach of the Contract", "Rights to Defective Performance in the Event of Breach of the Contract in General" and "Quality Warranty", Article 7 to 11 of these GTC, i.e. articles 13 to 15 of these GTC, i.e. "Withdrawal by the Customer by Consumer", "Withdrawal by the Business and in Other Cases" and "Withdrawal by the Agency in the Event of Error in the Price of the Goods", Articles 18 to 20 of these GTC, i.e. "Price Provisions", "Payment Terms" and "Refund Policy", Articles 22 to 23 of these GTC, i.e. "Warranty Terms" and "Complaints Procedure" do not apply to the provision of CSNs according to these GTC. The other provisions of these GTC shall apply to the provision of CSNs *mutatis mutandis*, if possible by their nature.

25. Final provisions

- 25.1. Unless the context of these GTC clearly indicates otherwise, the singular meaning of a word includes the plural meaning of that word and, conversely, the gendered meaning of a word includes the other genders too. The headings are for clarity only and do not affect the interpretation of these GTC.
- 25.2. Relations and any disputes arising under the contract shall be governed exclusively by the law of the Czech Republic and shall be settled by the competent courts of the Czech Republic. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply in accordance with Article 6 of this Convention.
- 25.3. Handling of complaints from Customers-Consumers, or all Customers, is provided by the Agency via the e-mail address eshop@agenturacas.gov.cz. The Agency will send information about the resolution of the Customer's complaint to the Customer's E-mail.
- 25.4. The out-of-court settlement of Consumer disputes arising from the purchase contract is the responsibility of the Czech Trade Inspection, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address coi.gov.cz/en/information-about-adr/. The on-line dispute resolution platform located at ec.europa.eu/consumers/odr can be used to resolve disputes between the Seller and the Customer under the purchase contract.
- 25.5. European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: evropskyspotrebitel.gov.cz/en is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on on-line dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on On-line Dispute Resolution for Consumer Disputes).
- 25.6. The Seller is authorized to sell the Goods on the basis of the deed of incorporation in accordance with the provisions of Sec. 5 (2) of Act No. 22/1997 Coll., on technical requirements for products and on the amendment and addition of certain laws, as amended.
- 25.7. The contract shall be concluded in Czech. If the Customer needs a translation of the text of the contract, the interpretation of the contract in the Czech language shall apply in the event of a dispute over the interpretation of terms.
- 25.8. These General Terms and Conditions including their components are valid and effective from 1/ 1/ 2025 and cancel the previous version of the GTC including its components, while they are available at the Agency's headquarters and Customer Centre or electronically on the E-shop website <https://eshop.agenturacas.gov.cz>.

Annex: Form, withdrawal from the contract

(Ver. 2025/01)

CUSTOMER / CONSUMER

VAT:

Company:

Name and surname:*

Address:*

E-mail:*

Phone:*

ORDER

Order number:*

Date of order creation:*

Date of delivery of the order:*

ITEM / ITEMS OF THE ORDER

Title of the order item(s) + description of the defect:*

On the basis of provisions of Sec. 1829 (1) in conjunction with the provisions of Sec. 1818 of Act No. 89/2012 Coll., the Civil Code, I exercise my legal right and withdraw from the purchase contract concluded via the Internet concerning the item(s) listed above, which I am sending back to you with this form. Printed items are sent to the Seller's address and items in PDF format are sent to the e-mail address eshop@agenturacas.gov.cz. The preferred method of handling the withdrawal from the purchase contract is listed below.

Preferred method of withdrawal:*

refund of the whole/proportional part of the payment made

replacement of the whole/partial part of the item with a new one without defects

reasonable discount

SELLER

Czech Standardization Agency

Biskupský dvůr 1148/5

110 00, Praha 1

ID: 06578705, VAT: CZ06578705

E-mail: eshop@agenturacas.gov.cz

Phone: +420 221 802 802

Note:

At*

On*

Signature*

Annexes: * Confirmation of payment

* mandatory data